**STATEMENT UNDER 37 CFR 3.73(b)**Applicant/Patent Owner: ISP INVESTMENTS INC.Application No./Patent No.: 10/645,429 Filed/Issue Date: 08/21/2003Entitled: TWO-STAGE PROCESS FOR THE HYDROGENATION OF MALEIC ACID
TO 1,4-BUTANEDIOLISP INVESTMENTS INC., a Corporation

(Name of Assignee)

(Type of Assignee, e.g., corporation, partnership, university, government agency, etc.)

states that it is:

1. ☒ the assignee of the entire right, title, and interest; or
2. ☐ an assignee of less than the entire right, title and interest.
The extent (by percentage) of its ownership interest is _____ %

in the patent application/patent identified above by virtue of either:

A. ☐ An assignment from the inventor(s) of the patent application/patent identified above. The assignment was recorded in the United States Patent and Trademark Office at Reel _____, Frame _____, or for which a copy thereof is attached.

OR

B. ☒ A chain of title from the inventor(s), of the patent application/patent identified above, to the current assignee as shown below:

1. From: The Standard Oil Company To: Innovene USA LLC

The document was recorded in the United States Patent and Trademark Office at
Reel 016263, Frame 0374, or for which a copy thereof is attached.

2. From: _____ To: _____

The document was recorded in the United States Patent and Trademark Office at
Reel _____, Frame _____, or for which a copy thereof is attached.

3. From: _____ To: _____

The document was recorded in the United States Patent and Trademark Office at
Reel _____, Frame _____, or for which a copy thereof is attached.

☐ Additional documents in the chain of title are listed on a supplemental sheet.

☒ Copies of assignments or other documents in the chain of title are attached.

[NOTE: A separate copy (i.e., a true copy of the original assignment document(s)) must be submitted to Assignment Division in accordance with 37 CFR Part 3, if the assignment is to be recorded in the records of the USPTO. See MPEP 302.08]

The undersigned (whose title is supplied below) is authorized to act on behalf of the assignee.

William J. Davis

Signature

William J. Davis

Printed or Typed Name

Assistant Secretary, ISP INVESTMENTS INC.

Title

SEPT. 9, 2005

Date

(973) 628-3529

Telephone Number

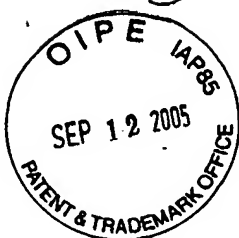
This collection of information is required by 37 CFR 3.73(b). The information is required to obtain or retain a benefit by the public which is to file (and by the USPTO to process) an application. Confidentiality is governed by 35 U.S.C. 122 and 37 CFR 1.11 and 1.14. This collection is estimated to take 12 minutes to complete, including gathering, preparing, and submitting the completed application form to the USPTO. Time will vary depending upon the individual case. Any comments on the amount of time you require to complete this form and/or suggestions for reducing this burden, should be sent to the Chief Information Officer, U.S. Patent and Trademark Office, U.S. Department of Commerce, P.O. Box 1450, Alexandria, VA 22313-1450. DO NOT SEND FEES OR COMPLETED FORMS TO THIS ADDRESS. SEND TO: Commissioner for Patents, P.O. Box 1450, Alexandria, VA 22313-1450.

If you need assistance in completing the form, call 1-800-PTO-9199 and select option 2.

Sep-09-2005 10:14am From-BP IP DOCKET

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T-920 P.002/005 F-070



UNITED STATES DEPARTMENT OF COMMERCE
Patent and Trademark Office
ASSISTANT SECRETARY AND COMMISSIONER
OF PATENTS AND TRADEMARKS
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JUL 18 2005

LEGAL DEPARTMENT

CAROL A. WILSON
4101 WINFIELD ROAD
MAIL CODE 5 EAST
WARRENVILLE, IL 60555

UNITED STATES PATENT AND TRADEMARK OFFICE
NOTICE OF RECORDATION OF ASSIGNMENT DOCUMENT

THE ENCLOSED DOCUMENT HAS BEEN RECORDED BY THE ASSIGNMENT DIVISION OF THE U.S. PATENT AND TRADEMARK OFFICE. A COMPLETE MICROFILM COPY IS AVAILABLE AT THE ASSIGNMENT SEARCH ROOM ON THE REEL AND FRAME NUMBER REFERENCED BELOW.

PLEASE REVIEW ALL INFORMATION CONTAINED ON THIS NOTICE. THE INFORMATION CONTAINED ON THIS RECORDATION NOTICE REFLECTS THE DATA PRESENT IN THE PATENT AND TRADEMARK ASSIGNMENT SYSTEM. IF YOU SHOULD FIND ANY ERRORS OR HAVE QUESTIONS CONCERNING THIS NOTICE, YOU MAY CONTACT THE EMPLOYEE WHOSE NAME APPEARS ON THIS NOTICE AT 703-308-9723. PLEASE SEND REQUEST FOR CORRECTION TO: U.S. PATENT AND TRADEMARK OFFICE, MAIL STOP: ASSIGNMENT SERVICES DIVISION, P.O. BOX 1450, ALEXANDRIA, VA 22313.

RECORDATION DATE: 07/15/2005

REEL/FRAME: 016263/0374
NUMBER OF PAGES: 3

BRIEF: CORRECTIVE ASSIGNMENT TO CORRECT THE TRANSFER OF TITLE FROM PATENT NO. 5473068 TO THE CORRECT PATENT, PATENT NO. 5473086 PREVIOUSLY RECORDED ON REEL 016245 FRAME 0056. ASSIGNOR(S) HEREBY CONFIRMS THE ORIGINAL ASSIGNMENT AND COVER SHEET REFERENCED THE INCORRECT PATENT NUMBER. A CORRECTED ASSIGNMENT IS ATTACHED.

ASSIGNOR:
THE STANDARD OIL COMPANY

DOC DATE: 07/05/2005

ASSIGNEE:
INNOVENE USA LLC
200 EAST RANDOLPH DRIVE
CHICAGO, ILLINOIS 60601

SERIAL NUMBER: 10645429
PATENT NUMBER:

FILING DATE: 08/21/2003
ISSUE DATE:

TITLE: TWO-STAGE PROCESS FOR THE HYDROGENATION OF MALEIC ACID TO 1,4-BUTANEDIOL

Sep-08-2005 10:14am From-BP IP DOCKET

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T-320 P.003/005 F-070

016263/0374 PAGE 2

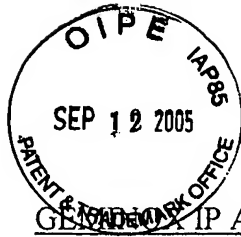
SERIAL NUMBER: 07115945 FILING DATE: 11/02/1987
PATENT NUMBER: 4827001 ISSUE DATE: 05/02/1989
TITLE: PREPARATION OF GAMMA-BUTYROLACTONE AND 1,4-BUTANEDIOL BY CATALYTIC
HYDROGENATION OF MALEIC ACID

SERIAL NUMBER: 08373666 FILING DATE: 01/17/1995
PATENT NUMBER: 5473086 ISSUE DATE: 12/05/1995
TITLE: PROCESS FOR THE HYDROGENATION OF MALEIC ACID TO 1,4-BUTANEDIOL

SERIAL NUMBER: 08524195 FILING DATE: 09/06/1995
PATENT NUMBER: 5698749 ISSUE DATE: 12/16/1997
TITLE: CATALYSTS FOR THE HYDROGENATION OF AQUEOUS MALEIC ACID TO 1,4-
BUTANEDIOL

SERIAL NUMBER: 08980542 FILING DATE: 12/01/1997
PATENT NUMBER: 6486367 ISSUE DATE: 11/26/2002
TITLE: PROCESS FOR THE HYDROGENATION OF MALEIC ACID TO 1,4-BUTANEDIOL

STEVEN POST, EXAMINER
ASSIGNMENT DIVISION
OFFICE OF PUBLIC RECORDS



GEMINOX IP ASSIGNMENT AGREEMENT

THIS GEMINOX IP ASSIGNMENT AGREEMENT, dated as of July 14, 2005 ("Assignment"), between Innovene USA LLC (successor in interest to BP Amoco Chemical Company with respect to the Geminox Technology), a Delaware corporation with an address at 200 East Randolph Drive, Chicago, Illinois 60601 ("Assignor"), and ISP Investments Inc., a Delaware corporation with an address at 300 Delaware Avenue, Suite 303, Wilmington, Delaware 19801 ("Assignee").

WITNESSETH:

WHEREAS, BP Amoco Chemical Company and ISP Lima LLC ("Buyer") are parties to an Asset Purchase and Sale Agreement, dated as of March 4, 2005 (the "APA"), providing for the sale by BP Amoco Chemical Company to Buyer of certain assets and rights used in the manufacture of 1,4-butanediol, tetrahydrofuran and/or gamma butyrolactone at the plant located near Lima, Ohio (the "Business");

WHEREAS, either (a) the Lurgi Development Agreement has been assigned to and assumed by Assignee and all necessary consents for such assignment, if any, have been received from Lurgi or (b) the Lurgi Development Agreement has been replaced with an agreement and/or arrangement acceptable to Assignee, Assignor and Lurgi, which acknowledges that the assets described herein shall be assigned by Assignor to Assignee;

WHEREAS, Buyer has assigned to Assignee its right to receive Assignor's right, title and interest in the Assigned Intellectual Property; and

WHEREAS, in accordance with the terms of the APA, the parties desire to enter into this Assignment providing for the assignment by Assignor to Assignee (as Buyer's designated assignee) of all of its right, title and interest in, under and to all of the Assigned Intellectual Property (as defined below).

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto, intending to be legally bound hereby, agree as follows:

1. Assignment. Assignor hereby sells, assigns, transfers, conveys and delivers to Assignee, its successors and assigns, all of its right, title and interest throughout the world in, under and to all of the Intellectual Property (as defined in the APA) related Solely and Exclusively to the Geminox Process (except for any such Intellectual Property which (i) has been previously assigned in the IP Assignment Agreement dated March 16, 2005, or (ii) is included in the scope of "Excluded Assets" as defined in the APA), including without limitation the intellectual property set forth on Schedule A hereto (the "**Assigned Intellectual Property**"), free and clear of all Liens, and any and all rights thereunder or in respect thereof in all countries where Assignor has rights therein, to be held and enjoyed by Assignee, its successors and assigns or their legal representatives as fully and entirely, but only to the extent, as the same would have been held and enjoyed by Assignor if this Assignment had not been made. Assignee recognizes

and acknowledges that there is significant overlap between the Intellectual Property disclosed and licensed to Assignee for use in the conduct of the Business and the intellectual property of other businesses of Assignor and that the assignment herein is only with respect to the Intellectual Property (as defined in the APA) used Solely and Exclusively in the conduct of the Business.

2. Further Assurances. Assignor shall cause each of its Affiliates and their respective employees to, from time to time, execute and deliver to Assignee such additional instruments, assignments, documents, conveyances or assurances, including, without limitation, such patent assignments, trademark assignments, assignments of unpatented inventions, assignments of unregistered trademarks, in form and substance reasonably satisfactory to Assignee, as shall be reasonably requested by Assignee, and take such other action as shall be reasonably necessary to confirm and consummate more effectively the transactions contemplated hereby. All costs associated with filing and recording such assignments and other documents shall be borne by Assignee, provided, however, that Assignors shall prepare or cause to be prepared (at their cost) all assignments, powers of attorney and other documents necessary to transfer ownership of all registered Intellectual Property being transferred pursuant hereto, which assignments, powers of attorney and other documents shall be subject to Assignee's prior reasonable review and approval.

3. Governing Law. This Assignment shall be governed and construed in accordance with the laws of the State of New York, without giving effect to the principles of conflicts of laws thereof.

4. Relationship with APA

(a) Defined Terms. Capitalized terms used herein without definition shall have the meanings set forth in the APA.

(b) This Agreement is an instrument of transfer and conveyance contemplated by, and is executed and delivered pursuant and subject to, the APA, and nothing contained herein shall be deemed to modify any of the provisions of the APA or any representation or warranty of Seller under the APA or any rights or obligations of Assignee or Seller under the APA. SUBJECT TO THE EXPRESS REPRESENTATIONS AND WARRANTIES CONTAINED IN THE APA, ASSIGNOR DOES NOT MAKE, AND EXPRESSLY DISCLAIMS, ANY REPRESENTATIONS OR WARRANTIES WITH RESPECT TO THIS ASSIGNMENT.

(c) Seller and Assignee agree to allocate liabilities between themselves as set forth in the APA and indemnify each other and hold each other harmless as set forth in Article XIII of the APA for liabilities and obligations asserted in connection with or arising out of this Assignment.

5. Counterparts. This Assignment may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute but one and the same instrument.

[Signature page to follow]

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be duly executed as of this 14th day of July, 2005.

INNOVENE USA LLC

ISP INVESTMENTS INC.

By: 

Name:

T.A. Peachinzi, Jr.

Title:

Authorized Representative

By: 

Name:

Peter J. Ganz

Title:

Gen. Vice President, General Counsel & Secretary

STATE OF Illinois)
) ss.:
COUNTY OF Cook)

On the 14th day of July, 2005, before me personally came Thomas A. Perchiazzi, Jr., to me known, who, being by me duly sworn, did depose and say that he is the Authorized Representative of Innovene USA LLC, the corporation described in, and which executed, the foregoing instrument; and that he signed his name thereto by order of the board of directors of said corporation.



Karen Klimkiewicz
Notary Public

STATE OF)
) ss.:
COUNTY OF)

On the 19th day of July, 2005, before me personally came Peter J. Ganz, to me known, who, being by me duly sworn, did depose and say that he is the SVP, General Counsel & Sec. of ISP Investments Inc., the corporation described in, and which executed, the foregoing instrument; and that he signed his name thereto by order of the board of directors of said corporation.

Shelley A. Sorkin Schick
Notary Public

SHELLEY A. SORKIN SCHICK
A NOTARY PUBLIC OF NEW JERSEY
My Commission Expires June 29, 2008

Schedule A

INTELLECTUAL PROPERTY

PATENTS

Title: PREPARATION OF GAMMA-BUTYROLACTONE AND 1,4-BUTANEDIOL BY THE CATALYTIC HYDROGENATION OF MALEIC ACID

Case No.	Country	Filed	App. No.	Patent No.	Grant Date	Exp. Date
0844-00	United States	11/2/87	115,945	4827001	4/2/89	11/2/07

Title: TWO-STAGE PROCESS FOR THE HYDROGENATION OF MALEIC ACID TO 1,4-BUTANEDIOL

Case No.	Country	Filed	Appln. No.	Patent No.	Grant Date	Exp. Date
37241-00	Australia	8/27/01	2001285320			
37241-00	Canada	8/27/01	2418280			
37241-00	China P.R.	8/27/01	1814530.2			
37241-00	EPC	8/27/01	1964473.1			
37241-00	India	8/27/01	00100/DELNP/2003			
37241-00	Indonesia	8/27/01	W-00200300644			
37241-00	Japan	8/27/01	2002-523434			
37241-00	South Korea	8/27/01	2003-7002790			
37241-00	Malaysia	8/27/01	PI20014008			
37241-00	Mexico	8/27/01	PA/a/2003/001648			
37241-00	Russian Federation	8/27/01	2003107041			
37241-00	Singapore	8/27/01	200300458-7			
37241-00	Taiwan	8/28/01	90121162			
37241-00	Trinidad & Tobago	8/27/01	TT/A/2003/00021			
37241-00	United Arab Emirates	8/27/01	50/2003			
37241-01	United States	8/21/03	10/645429			

Title: AN IMPROVED PROCESS FOR THE HYDROGENATION OF MALEIC ACID TO BUTANEDIOL

Case No.	Country	Filed	App. No.	Patent No.	Grant Date	Exp. Date
6737-00	Japan	10/3/95	7-256320			
6737-00	Austria	9/13/95	95306409.4	E178878	4/14/99	9/13/15
6737-00	Belgium	9/13/95	95306409.4	722923	4/14/99	9/13/15
6737-00	China P.R.	10/6/95	95115198.3	95115198	5/2/01	10/6/15
6737-00	France	9/13/95	95306409.4	722923	4/14/99	9/13/15
6737-00	Great Britain	9/13/95	95306409.4	722923	4/14/99	9/13/15
6737-00	Germany	9/13/95	95306409.4	69509060.7-08	4/14/99	9/13/15
6737-00	Italy	9/13/95	95306409.4	722923	4/14/99	9/13/15
6737-00	Korea South	9/29/95	33156/1995	264544	6/2/00	9/29/15
6737-00	Mexico	9/29/95	9504147	185808	9/2/97	9/29/15
6737-00	Netherlands	9/13/95	95306409.4	722923	4/14/99	9/13/15
6737-00	Spain	9/13/95	722923	2130538	4/14/99	9/13/15
6737-00	Taiwan	10/27/95	84111382	87511	10/22/97	10/26/15
6737-00	United States	1/17/95	08/373666	5473086	12/5/95	1/17/15

Title: IMPROVED CATALYSTS FOR THE HYDROGENATION OF AQUEOUS MALEIC ACID TO 1,4-BUTANEDIOL

Case No.	Country	Filed	App. No.	Patent No.	Grant Date	Exp. Date
6739-00	India	6/5/97	1506/DEL/1997			
6739-00	Japan	6/11/97	9-154056			
6739-00	Korea South	6/25/97	27199/1997			
6739-00	Austria	5/30/97	97303664.3	E205820	9/19/01	5/30/17
6739-00	Belgium	5/30/97	97303664.3	881203	9/19/01	5/30/17
6739-00	France	5/30/97	97303664.3	881203	9/19/01	5/30/17
6739-00	Great Britain	5/30/97	97303664.3	881203	9/19/01	5/30/17
6739-00	Germany	5/30/97	97303664.3	69706831.5-08	9/19/01	5/30/17
6739-00	Italy	5/30/97	97303664.3	881203	9/19/01	5/30/17
6739-00	Mexico	6/9/97	974247	204463	10/1/01	6/9/17
6739-00	Netherlands	5/30/97	97303664.3	881203	9/19/01	5/30/17
6739-00	Spain	5/30/97	881203	2164992	9/19/01	5/30/17
6739-00	Taiwan	10/2/97	86114367	127427	6/13/01	10/1/17
6739-00	United States	9/6/95	08/524195	5698749	12/16/97	9/6/15

Title: IMPROVED PROCESS FOR THE HYDROGENATION OF MALEIC ACID TO BUTANEDIOL

Case No.	Country	Filed	App. No.	Patent No.	Grant Date	Exp. Date
7869-00	India	11/20/98	3487/DEL/98			
7869-00	Japan	12/1/98	10-342228			
7869-00	Korea South	11/30/98	51894/1998			
7869-00	Malaysia	11/30/98	PI98005419			
7869-00	Saudi Arabia	5/23/99	99200140			
7869-00	Thailand	11/10/98	47057			
7869-00	Australia	11/9/98	91414/98	756102	4/17/03	11/9/18
7869-00	China P.R.	11/30/98	98125255.9	ZL98125255.9	6/4/03	11/30/18
7869-00	Great Britain	11/26/98	98309711.4	919530	2/13/02	11/26/18
7869-00	Germany	11/26/98	98309711.4	69803822.3-08	2/13/02	11/26/18
7869-00	Italy	11/26/98	98309711.4	919530	2/13/02	11/26/18
7869-00	Mexico	11/30/98	9810028	210967	10/23/02	11/30/18
7869-00	Netherlands	11/26/98	98309711.4	919530	2/13/02	11/26/18
7869-00	Singapore	11/11/98	9804651-9	74671	5/21/02	11/11/18
7869-00	Spain	11/26/98	919530	2172865	2/13/02	11/26/18
7869-00	Taiwan	2/24/99	87119806	119480	1/8/01	2/23/19
7869-00	United States	12/1/97	08/980542	6486367	11/26/02	6/28/19

TRADEMARKS

<u>Mark</u>	<u>Country</u>	<u>Reg. No.</u>	<u>Class</u>
GEMINOX	CTM	2138147	1
GEMINOX	Korea (South)	533892	1
GEMINOX	Taiwan	993649	1
GEMINOX	USA	2851216	1
GEMINOX & Design	USA	2836931	1

OTHER INTELLECTUAL PROPERTY

- All other Intellectual Property (defined in the APA as patents and patent applications, including, without limitation, all provisional patent applications, reissues, divisions, continuations, continuations-in-parts, utility models, industrial designs, renewals and extensions, trademarks (registered or unregistered), trademark applications, trade names, copyrights (registered or unregistered), copyright applications, rights in process data and databases, service marks (registered or unregistered), service mark applications, know-how, including unpatented inventions, improvements, product specifications, processes, product designs, plans, ideas, concepts, manufacturing, engineering and other manuals and drawings, technical information, data, research records, promotional literature, customer and supplier lists and trade secret rights, throughout the world) of Seller or any member of the BP Group related Solely and Exclusively to the Geminox Process, if any, except for any such Intellectual Property which (i) has been previously assigned in the IP Assignment Agreement dated March 16, 2005, or (ii) is within the scope of "Excluded Assets" as defined in the APA.



(Joint Inventors)

Assignment To
The Standard Oil Company
Chicago, Illinois, United States of America

Application Number: 09/651,526

Filed: August 29, 2000

Whereas we,

First inventor	Robert P. Hepfer
Post Office Address	406 Hunt Club Dr.
Residence	St. Charles, Illinois 60174
Second inventor	Craig T. Miller
Post Office Address	1243 Halladay Drive
Residence	Batavia, Illinois 60510
Third inventor	Gregory A. Norenberg
Post Office Address	4888 Century Oak Circle
Residence	Median, Ohio 44256
Fourth inventor	Thomas G. Attig
Post Office Address	507 Pottawatomie Trail
Residence	Batavia, Illinois 60510
Fifth inventor	John R. Budge
Post Office Address	2565 Edgewood Rd.
Residence	Beachwood, Ohio 44122
Sixth inventor	
Post Office Address	
Residence	
Seventh inventor	
Post Office Address	
Residence	
Eighth inventor	
Post Office Address	
Residence	

have invented certain new and useful improvements in

**TWO-STAGE PROCESS FOR THE HYDROGENATION OF MALEIC ACID
TO 1,4,-BUTANEDIOL**

identified as Hepfer et al.

Attorney Docket 37,241

and described in an application for patent in the United States of America identified above and executed by us, respectively; and

Whereas, **The Standard Oil Company**, a corporation duly organized and existing under the laws of the State of Ohio, U.S.A., and having a principal office and place of business at Chicago, Illinois, U.S.A., desires to record a specific assignment to the entire right, title and interest in and to the above-identified invention or inventions, and in and to any Letters Patent therefor in the United States of America and countries foreign thereto;

Now therefore, in consideration of Ten Dollars (\$10.00) and other good and valuable consideration by each of us received, the receipt of which is hereby acknowledged, we jointly and severally have sold and assigned, and hereby do sell and assign, to **The Standard Oil Company**, its successors and assigns, the entire right, title and interest (a) in the above-identified invention or inventions and all improvements and modifications thereof, (b) in the above-identified application, all provisional and non-provisional applications for patent upon which the above-identified application claims benefit, and all other applications for patent of the United States of America and countries foreign thereto for the above-identified invention or inventions and all improvements and modifications thereof, (c) in all Letters Patent which may issue from said applications in the United States of America and countries foreign thereto, and (d) in all divisions, reissues, continuations, conversions, and extensions of said applications and Letters Patent; and covenant we have the full right so to do; and we hereby authorize and request the Commissioner of Patents and Trademarks to issue all United States Letters Patent on the invention or inventions included herein to **The Standard Oil Company** as assignee of the entire interest.

We further agree that we shall communicate to **The Standard Oil Company**, its successors and assigns, or their representatives or agents all facts and information known or available to us relating to said invention or inventions, improvements and modifications including evidence for interference, reexamination, reissue, opposition, revocation, conversion, extension, or infringement purposes or other legal, judicial or administrative proceedings, whenever requested; testify in person or by affidavit as required by **The Standard Oil Company**, its successors and assigns, in any such proceeding in the United States of America or a country foreign thereto; execute and deliver, on request, all lawful papers including, but not limited to, original, provisional, non-provisional, divisional, continuation, continuation-in-part, and reissue applications, renewals, assignments, powers of attorney, oaths, affidavits, declarations, and depositions; and provide all reasonable assistance to **The Standard Oil Company**, its successors and assigns, in obtaining and enforcing proper protection for said invention or inventions, improvements and modifications under the intellectual property laws of the United States of America and countries foreign thereto.

In testimony whereof, we have hereunto set our hands and seals, respectively, on the dates set after our respective signatures.

<u>Robert P. Hoff</u>	(L.S.),	<u>December 4</u> , 20 <u>00</u>
X <u>C. F. Hill</u>	(L.S.),	<u>December 12</u> , 20 <u>00</u>
<u>August A. Nounkeng</u>	(L.S.),	<u>October 16</u> , 20 <u>00</u>
<u>Thomas G. Attie</u>	(L.S.),	<u>November 7</u> , 20 <u>00</u>
<u>Philip R. Fink</u>	(L.S.),	<u>September 30</u> , 20 <u>00</u>

State of Ohio)
County of Cuyahoga)SS

Before me this 30 day of Sept, 2000, personally appeared each person listed below:

John Dudge

each of whom is known to me to be the same person whose name is subscribed to the foregoing instrument, and each of whom acknowledged such instrument was signed, sealed and delivered as that person's free and voluntary act for the uses and purposes set forth therein.

Stephanie Beamer
Notary Public

Seal

STEPHANIE BEAMER
Notary Public, State of Ohio
My Commission Expires July 18, 2005

State of Ohio)
County of Medina)SS

Before me this 16th day of October, 2000, personally appeared each person listed below:

GREGORY A. NORENBURG

each of whom is known to me to be the same person whose name is subscribed to the foregoing instrument, and each of whom acknowledged such instrument was signed, sealed and delivered as that person's free and voluntary act for the uses and purposes set forth therein.

Joan Norenberg
Notary Public

Seal

JOAN NORENBURG
Notary Public, State of Ohio
My Commission Expires April 27, 2002

State of Illinois)
County of DuPage)SS

Before me this 4th day of Dec, 2000, personally appeared each person listed below:

ROBERT P. HEPPER

each of whom is known to me to be the same person whose name is subscribed to the foregoing instrument, and each of whom acknowledged such instrument was signed, sealed and delivered as that person's free and voluntary act for the uses and purposes set forth therein.

Seal



Margaret V. Zuffante
Notary Public

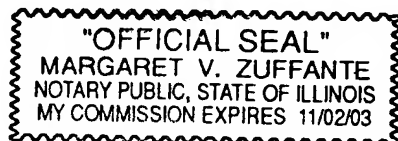
State of Illinois)
County of DuPage)SS

Before me this 12th day of Dec 2000, personally appeared each person listed below:

CRAIG T. MILLER

each of whom is known to me to be the same person whose name is subscribed to the foregoing instrument, and each of whom acknowledged such instrument was signed, sealed and delivered as that person's free and voluntary act for the uses and purposes set forth therein.

Seal



Margaret V. Zuffante
Notary Public